

HE 7-1-02
RE 10-01-02

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

The Garick Corporation

Re
10-1-02

- ☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☒ Corporation-State Ohio
☐ Other _____

Additional name(s) of conveying party(ies) attached? ☐ Yes ☐ No

3. Nature of conveyance:

- ☐ Assignment ☐ Merger
☒ Security Agreement ☐ Change of Name
☐ Other _____

Execution Date: 5/14/2002

2. Name and address of receiving party(ies)

Name: First Merit Bank, N.A.
Internal
Address: Attn: Corporate Banking
101 West Prospect Avenue
Street Address: Suite 350
City: Cleveland State: OH Zip: 44115

- ☐ Individual(s) citizenship _____
☒ Association
☐ General Partnership
☐ Limited Partnership
☐ Corporation-State
☐ Other _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: ☐ Yes ☒ No
(Designations must be a separate document from assignment)
Additional name(s) & address(es) attached? ☐ Yes ☒ No

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

See attached Exhibit A

B. Trademark Registration No.(s)

See attached Exhibit B

Additional number(s) attached ☒ Yes ☐ No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: F. Joseph Pudner

Internal Address: Thompson Hine, LLP

Street Address: 3900 Key Center

127 Public Square

City: Cleveland State: OH Zip: 44114

6. Total number of applications and registrations involved: 9

7. Total fee (37 CFR 3.41).....\$ 240

- ☒ Enclosed See attached coversheet
☐ Authorized to be charged to deposit account

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

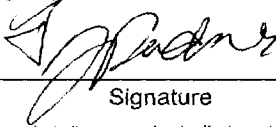
DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

F. Joseph Pudner

Name of Person Signing



Signature

September 30, 2002

Date

Total number of pages including cover sheet, attachments, and document: 16

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patent & Trademarks, Box Assignments
Washington, D.C. 20231

EXHIBIT A

Attachment and continuation to Item 4A of the Trademark Recordation Cover Sheet.

Pending Trademark Applications

76/360,156
76/358,432
76/358,431
76/358,430

EXHIBIT B


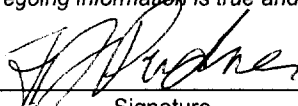
Attachment and continuation to Item 4B of the Trademark Recordation Cover Sheet.

Registered Trademarks

	2,270,200
	2031963
	2,173,066
	1,696,371
	2,128,141

D/#

07-11-2002

Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002) Tab settings <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>		R  102150873		U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office	
To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.					
1. Name of conveying party(ies): The Garick Corporation <input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input checked="" type="checkbox"/> Corporation-State Ohio <input type="checkbox"/> Other _____ Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			2. Name and address of receiving party(ies) Name: <u>FirstMerit Bank, N.A.</u> Internal Address: <u>Attn: Corporate Banking</u> <u>101 West Prospect Avenue</u> Street Address: <u>Suite 350</u> City: <u>Cleveland</u> State: <u>OH</u> Zip: <u>44115</u> <input type="checkbox"/> Individual(s) citizenship _____ <input checked="" type="checkbox"/> Association _____ <input type="checkbox"/> General Partnership _____ <input type="checkbox"/> Limited Partnership _____ <input type="checkbox"/> Corporation-State _____ <input type="checkbox"/> Other _____ <small>If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No (Designations must be a separate document from assignment) Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</small>		
3. Nature of conveyance: <input type="checkbox"/> Assignment <input type="checkbox"/> Merger <input checked="" type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other _____ Execution Date: <u>5/14/2002</u>					
4. Application number(s) or registration number(s): A. Trademark Application No.(s) <u>See attached Exhibit A.</u> Additional number(s) attached <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No			B. Trademark Registration No.(s) <u>See attached Exhibit B.</u>		
5. Name and address of party to whom correspondence concerning document should be mailed: Name: <u>F. Joseph Pudner</u> Internal Address: <u>Thompson Hine LLP</u> Street Address: <u>3900 Key Center</u> <u>127 Public Square</u> City: <u>Cleveland</u> State: <u>OH</u> Zip: <u>44114</u>			6. Total number of applications and registrations involved: 9 7. Total fee (37 CFR 3.41).....\$ <u>240</u> <input checked="" type="checkbox"/> Enclosed <input type="checkbox"/> Authorized to be charged to deposit account 8. Deposit account number: _____ (Attach duplicate copy of this page if paying by deposit account)		
DO NOT USE THIS SPACE					
9. Statement and signature. <i>To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.</i> F. Joseph Pudner Name of Person Signing  Signature June 26, 2002 Date Total number of pages including cover sheet, attachments, and document: 14					

07/10/2002 TBIJAZ1 00000040 2270200

01 FC:481
02 FC:482

40.00 OP
200.00 OP

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patent & Trademarks, Box Assignments
Washington, D.C. 20231

TRADEMARK
REEL: 002590 FRAME: 0833

INTELLECTUAL PROPERTY COLLATERAL ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY COLLATERAL ASSIGNMENT AGREEMENT (as the same may from time to time be amended, restated or otherwise modified, this "Agreement") is made as of the 14th day of May, 2002 by THE GARICK CORPORATION, an Ohio corporation ("Borrower") in favor of FIRSTMERIT BANK, N.A., a national banking association ("Bank").

1. Recitals.

Borrower entered into the Credit Agreement dated as of May 14, 2002 with Bank (as the same may from time to time be amended, restated or otherwise modified, the "Credit Agreement"), pursuant to which Bank will grant financial accommodations to Borrower.

Borrower understands that Bank is willing to grant such financial accommodations to Borrower only upon certain terms and conditions, one of which is that Borrower grants to Bank a security interest in and collateral assignment of the Collateral, as hereinafter defined, and this Agreement is being executed and delivered in consideration of each financial accommodation granted to Borrower by Bank and for other valuable considerations.

2. Definitions. Except as specifically defined herein, (a) capitalized terms used herein that are defined in the Credit Agreement shall have their respective meanings ascribed to them in the Credit Agreement, and (b) unless otherwise defined in the Credit Agreement, terms that are defined in Chapter 1309 of the Ohio Revised Code, as in effect from time to time, are used herein as so defined. As used in this Agreement, the following terms shall have the following meanings:

"Assignment" shall mean an Assignment in the form of Exhibit A attached hereto.

"Collateral" shall mean, collectively, all of Borrower's existing and future (a) patent, patent registrations, patent applications, trademarks, trademark registrations, trademark applications, copyright registrations, whether federal or state, and licenses of patents, trademarks, copyrights, trade secrets and technology in which Borrower is either a licensor or licensee, including, but not limited to, those listed on Schedule 1 hereto (as such Schedule 1 may from time to time be amended, supplemented or otherwise modified); (b) common law trademark rights, copyrights, improvements and inventions; (c) renewals, proceeds on infringement suits, royalties from licenses, and rights to sue for past, present and future infringements relating to any of the foregoing; (d) goodwill associated with any of the foregoing; and (e) proceeds of any of the foregoing.

"Debt" shall mean, collectively, (a) all Loans; (b) all other indebtedness and other obligations now owing or hereafter incurred by Borrower to Bank pursuant to the Credit Agreement and any Note executed in connection therewith; (c) each renewal, extension, consolidation or refinancing of any of the foregoing, in whole or in part; (d) all interest from time to time accruing on any of the foregoing, and all fees and other amounts payable by Borrower pursuant to the Credit Agreement or any other Loan Document; (e) every other liability, now or

hereafter owing to Bank by Borrower pursuant to the Credit Agreement or any other Loan Document; and (f) all Related Expenses.

“Event of Default” shall mean an event or condition that constitutes an event of default pursuant to Section 8 hereof.

“Loan” shall mean any Loan, as defined in the Credit Agreement, granted pursuant to the Credit Agreement.

“Person” shall mean any individual, sole proprietorship, partnership, joint venture, unincorporated organization, corporation, limited liability company, institution, trust, estate, government or other agency or political subdivision thereof or any other entity.

“USPTO” shall mean the United States Patent and Trademark Office in Washington D.C.

3. Grant of Assignment and Security Interest. In consideration of and as security for the full and complete payment of all of the Debt, Borrower hereby agrees that Bank shall at all times have, and hereby grants to Bank, a security interest in and collateral assignment of all of the Collateral, including (without limitation) all of Borrower’s future Collateral, irrespective of any lack of knowledge by Bank of the creation or acquisition thereof.

4. Representations and Warranties. Borrower represents and warrants to Bank that:

(a) Borrower owns all of the Collateral and, whether the same are registered or unregistered, no such Collateral has been adjudged invalid or unenforceable;

(b) The Collateral is valid and enforceable;

(c) Borrower has no knowledge of any claim that the use of any of the Collateral does or may violate the rights of any Person;

(d) Except for liens expressly permitted pursuant to Section 4.9 of the Credit Agreement, Borrower is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to the Collateral, free and clear of any liens, charges and encumbrances, including, without limitation, pledges, assignments, licenses, registered user agreements and covenants by Borrower not to sue third Persons;

(e) Borrower has full power, authority and legal right to pledge the Collateral and enter into this Agreement and perform its terms; and

(f) Borrower has used, and shall continue to use, for the duration of this Agreement, proper statutory notice in connection with its use of the Collateral, except where the failure to do so will not have a Material Adverse Effect.

5. Further Assignment Prohibited. Borrower shall not enter into any agreement that is inconsistent with Borrower’s obligations under this Agreement and shall not otherwise sell or

assign its interest in, or grant any license or sublicense with respect to, any of the Collateral without Bank's prior written consent. Absent such prior written consent, any attempted sale or license is null and void.

6. Right to Inspect. Borrower hereby grants to Bank and its employees and agents the right, during regular business hours, to visit any location of Borrower or, if applicable, any other location, including, without limitation, Borrower's outside legal counsel, and to inspect the documents, products and quality control records relating to the collateral. If an Event of Default shall occur, this inspection shall be at Borrower's expense.

7. Standard Patent and Trademark Use. Borrower shall not use the Collateral in any manner that would jeopardize the validity or legal status thereof. Borrower shall comply with all patent marking requirements as specified in 35 U.S.C. §287. Borrower shall further conform its usage of any trademarks to standard trademark usage, including, but not limited to, using the trademark symbols ®, TM, SM, and "Reg. U.S. Pat. And Trademark Office" where appropriate.

8. Event of Default.

(a) Any of the following shall constitute an Event of Default under this Agreement: (i) an Event of Default, as defined in the Credit Agreement, shall occur under the Credit Agreement; (ii) any representation, warranty or statement made by Borrower in or pursuant to this Agreement or in any other writing received by Bank in connection with the Debt shall be false or erroneous in any material respect; or (iii) Borrower shall fail or omit to perform or observe any agreement made by Borrower in or pursuant to this Agreement or in any other writing received by Bank pursuant hereto.

(b) Borrower expressly acknowledges that Bank shall record this Agreement with the USPTO. Contemporaneously herewith, Borrower shall execute and deliver to Bank the Assignment, which Assignment shall have no force and effect and shall be held by Bank in escrow until the occurrence of an Event of Default; provided, that, anything herein to the contrary notwithstanding, the security interest and collateral assignment granted herein shall be effective as of the date of this Agreement. After the occurrence of an Event of Default, the Assignment shall immediately take effect upon certification of such fact by an authorized officer of Bank in the form reflected on the face of the Assignment and Bank may, in its sole discretion, record the Assignment with USPTO; provided that, with respect to an Event of Default described in Sections 8(a)(ii) and (iii), Bank shall first provide Borrower with written notice of such Event of Default and such Event of Default shall remain uncured, which determination shall be made by Bank in its sole discretion, for a period of thirty (30) days.

(c) If an Event of Default shall occur, Borrower irrevocably authorizes and empowers Bank to terminate Borrower's use of the Collateral and to exercise such rights and remedies as allowed by law. Without limiting the generality of the foregoing, after any delivery or taking of possession of the Collateral, or any thereof, pursuant to this Agreement, then, with or without resort to Borrower or any other Person or property, all of which Borrower hereby waives, and upon such terms and in such manner as Bank may deem advisable, Bank, in its discretion, may sell, assign, transfer and deliver any of the Collateral, together with the associated goodwill, or

any interest that Borrower may have therein, at any time, or from time to time. No prior notice need be given to Borrower or to any other Person in the case of any sale of Collateral that Bank determines to be declining speedily in value or that is customarily sold in any recognized market, but in any other case Bank shall give Borrower no fewer than ten (10) days prior notice of either the time and place of any public sale of the Collateral or of the time after which any private sale or other intended disposition thereof is to be made. Borrower waives advertisement of any such sale and (except to the extent specifically required by the preceding sentence) waives notice of any kind in respect of any such sale. At any such public sale, Bank may purchase the Collateral, or any part thereof, free from any right of redemption, all of which rights Borrower hereby waives and releases. After deducting all Related Expenses, and after paying all claims, if any, secured by liens having precedence over this Agreement, Bank may apply the net proceeds of each such sale to or toward the payment of the Debt, whether or not then due, in such order and by such division as Bank in its sole discretion may deem advisable. Any excess, to the extent permitted by law, shall be paid to Borrower, and the obligors on the Debt shall remain liable for any deficiency. In addition, Bank shall at all times have the right to obtain new appraisals of Borrower or the Collateral, the cost of which shall be paid by Borrower.

9. Maintaining Collateral; Attorneys' Fees, Costs and Expenses. Borrower shall have the obligation and duty to perform all acts necessary to maintain or preserve the Collateral, provided that Borrower shall not be obligated to maintain any Collateral in the event Borrower determines, in the reasonable business judgment of Borrower, that the maintenance of such Collateral is no longer necessary in Borrower's business. Any and all reasonable fees, costs and expenses, of whatever kind or nature, including, without limitation, the attorneys' fees and legal expenses incurred by Bank in connection with the amendment and enforcement of this Agreement, all renewals, required affidavits and all other documents relating hereto and the consummation of this transaction, the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, counsel fees, maintenance fees, encumbrances or otherwise protecting, maintaining or preserving the Collateral, or in defending or prosecuting any actions or proceedings arising out of or related to the Collateral, shall be borne and paid by Borrower, upon demand by Bank, and, until so paid, shall be added to the principal amount of the Debt.

10. Borrower's Obligation to Prosecute. Except as otherwise agreed to by Bank in writing, Borrower shall have the duty to prosecute diligently any trademark application pending as of the date of this Agreement or thereafter until the Debt shall have been paid in full, to file and prosecute opposition and cancellation proceedings and to do any and all acts that are necessary or desirable to preserve and maintain all rights in the Collateral, including, but not limited to, payment of any maintenance fees. Any expenses incurred in connection with the Collateral shall be borne by Borrower. Borrower shall not abandon any Collateral without the prior written consent of Bank, unless such abandonment will not have a material adverse effect on Borrower or such abandonment is in connection with the abandonment of a product or product line.

11. Bank's Right to Enforce. Borrower shall have the right to bring any opposition proceeding, cancellation proceeding or lawsuit in its own name to enforce or protect the Collateral. Bank shall have the right, but shall have no obligation, to join in any such action.

Borrower shall promptly, upon demand, reimburse and indemnify Bank for all damages, reasonable costs and expenses, including attorneys' fees incurred by Bank in connection with the provisions of this Section 11, in the event Bank elect to join in any such action commenced by Borrower.

12. Power of Attorney. Borrower hereby authorizes and empowers Bank to make, constitute and appoint any officer or agent of Bank as Bank may select, in its exclusive discretion, as Borrower's true and lawful attorney-in-fact, with the power to endorse, after the occurrence of an Event of Default, Borrower's name on all applications, documents, papers and instruments necessary for Bank to use the Collateral, or to grant or issue any exclusive or nonexclusive license under the Collateral to any third party, or necessary for Bank to assign, pledge, convey or otherwise transfer title in or dispose of the Collateral, together with associated goodwill to a third party or parties. Borrower hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable for the life of this Agreement.

13. Bank's Right to Perform Obligations. If Borrower fails to comply with any of its obligations under this Agreement, Bank, may, but is not obligated to, do so in Borrower's name or in Bank's name, but at Borrower's expense, and Borrower hereby agrees to reimburse Bank, upon request, in full for all expenses, including attorneys' fees, incurred by Bank in protecting, defending and maintaining the Collateral.

14. Additional Documents. Borrower shall, upon written request of Bank, enter into such additional documents or instruments as may be required by Bank in order to effectuate, evidence or perfect Bank's interest in the Collateral, as evidenced by this Agreement.

15. New Collateral. If, before the Debt shall have been satisfied in full and the terminated, Borrower shall obtain rights to any new Collateral, the provisions of Section 1 hereof shall automatically apply thereto as if the same were identified on Schedule 1 as of the date hereof and Borrower shall give Bank prompt written notice thereof.

16. Modification for New Collateral. Borrower hereby authorizes Bank to modify this Agreement by amending Schedule 1 to include any future Collateral as contemplated by Sections 1 and 15 hereof and, at Bank's request, Borrower shall execute any documents or instruments required by Bank in order to modify this Agreement as provided in this Section 16, provided that any such modification to Schedule 1 shall be effective without the signature of Borrower.

17. No Waiver. No course of dealing between Borrower and Bank, nor any failure to exercise, nor any delay in exercising, on the part of Bank, any right, power or privilege hereunder or under any of the Loan Documents shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

18. Remedies Cumulative. All of the rights and remedies of Bank with respect to the Collateral, whether established hereby or by the Documents, or by any other agreements or by law shall be cumulative and may be executed singularly or concurrently.

19. Severability. The provisions of this Agreement are severable, and, if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

20. Modifications. This Agreement may be amended or modified only by a writing signed by Borrower and Bank. In the event that any provision of this Agreement is deemed to be inconsistent with any provision of any other document, other than the Credit Agreement, the provisions of this Agreement shall control.

21. Assignment and Successors. This Agreement shall not be assigned by Borrower without the prior written consent of Bank. This Agreement shall bind the successors and permitted assigns of Borrower and shall benefit the successors and assigns of Bank. Any attempted assignment or transfer without the prior written consent of Bank shall be null and void.

22. Notice. All notices, requests, demands and other communications provided for hereunder shall be in writing and, if to Borrower, mailed or delivered to it, addressed to it at the address of Borrower specified on the signature page of this Agreement, and, if to Bank, mailed or delivered to it, addressed to the address of Bank specified on the signature page of the Credit Agreement. All notices, statements, requests, demands and other communications provided for hereunder shall be deemed to be given or made when delivered or two Business Days after being deposited in the mails with postage prepaid by registered or certified mail, addressed as aforesaid, or sent by facsimile with telephonic confirmation of receipt (if received during a Business Day, otherwise the following Business Day), except that notices from Borrower to Bank pursuant to any of the provisions hereof shall not be effective until received by Bank.

23. Governing Law. This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Ohio and the respective rights and obligations of Borrower and Bank shall be governed by Ohio law, without regard to principles of conflict of laws.

24. Submission to Jurisdiction. Borrower hereby irrevocably submits to the non-exclusive jurisdiction of any Ohio state or federal court sitting in Cleveland, Ohio, over any action or proceeding arising out of or relating to this Agreement, any Loan Document or any Related Writing, and Borrower hereby irrevocably agrees that all claims in respect of such action or proceeding may be heard and determined in such Ohio state or federal court. Borrower hereby irrevocably waives, to the fullest extent permitted by law, any objection it may now or hereafter have to the laying of venue in any action or proceeding in any such court as well as any right it may now or hereafter have to remove such action or proceeding, once commenced, to another court on the grounds of FORUM NON CONVENIENS or otherwise. Borrower agrees that a

final, non-appealable judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.

25. Termination. At such time as the Debt has been irrevocably paid in full, the Commitment, as defined in the Credit Agreement, terminated, and the Credit Agreement terminated and not replaced by any other credit facility with Bank, this Agreement shall terminate and, upon written request of Borrower, Bank shall execute and deliver to Borrower all deeds, assignments, and other instruments as may be necessary or proper to release Bank's security interest in and assignment of the Collateral and to re-vest in Borrower full title to the Collateral, subject to any disposition thereof that may have been made by Bank pursuant hereto.

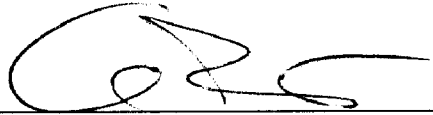
[Remainder of page intentionally left blank.]

26. JURY TRIAL WAIVER. BORROWER AND BANK, TO THE EXTENT PERMITTED BY LAW, WAIVE ANY RIGHT TO HAVE A JURY PARTICIPATE IN RESOLVING ANY DISPUTE, WHETHER SOUNDING IN CONTRACT, TORT OR OTHERWISE, BETWEEN BANK AND BORROWER ARISING OUT OF, IN CONNECTION WITH, RELATED TO, OR INCIDENTAL TO THE RELATIONSHIP ESTABLISHED BETWEEN THEM IN CONNECTION WITH THIS AGREEMENT OR ANY NOTE OR OTHER INSTRUMENT, DOCUMENT OR AGREEMENT EXECUTED OR DELIVERED IN CONNECTION THEREWITH OR THE TRANSACTIONS RELATED THERETO. THIS WAIVER SHALL NOT IN ANY WAY AFFECT, WAIVE, LIMIT, AMEND OR MODIFY THE ABILITY OF ANY BANK TO PURSUE REMEDIES PURSUANT TO ANY CONFESSION OF JUDGMENT OR COGNOVIT PROVISION CONTAINED IN ANY NOTE, OR OTHER INSTRUMENT, DOCUMENT OR AGREEMENT BETWEEN BORROWER AND BANK.

IN WITNESS WHEREOF, the undersigned has executed this Agreement as of the day and year first above written in Cleveland, Ohio.

Address: 13600 Broadway Avenue
Garfield Heights, Ohio 44125

THE GARICK CORPORATION

By: 
Gary P. Trinetti, President

10783062v5

SCHEDULE 1

Registered Trademarks:

Alabama Auburn and design	Registration No.: 2,270,200
Sienna Grove	Registration No.: 2,031,963
Kids Karpel and design	Registration No.: 2,173,066
Black Satin	Registration No.: 1,696,371
Woodland Gold	Registration No.: 2,128,141

Pending Trademarks:

Fertilgro	Serial No.: 76/360,156
Farmer Green	Serial No.: 76/358,432
Paygro	Serial No.: 76/358,431
Forest Floor	Serial No.: 76/358,430
Garick (Application to be prepared and filed by Borrower)	

EXHIBIT A
FORM OF ASSIGNMENT

THIS DOCUMENT SHALL BE HELD BY BANK, IN ESCROW PURSUANT TO AND IN ACCORDANCE WITH THE PROVISIONS OF THE INTELLECTUAL PROPERTY COLLATERAL ASSIGNMENT AGREEMENT (THE "AGREEMENT"), DATED AS OF MAY 14, 2002, EXECUTED BY THE GARICK CORPORATION, AN OHIO CORPORATION ("BORROWER"), IN FAVOR OF FIRSTMERIT BANK, N.A., A NATIONAL BANKING ASSOCIATION ("BANK"). BY SIGNING IN THE SPACE PROVIDED BELOW, THE UNDERSIGNED OFFICER OF BANK CERTIFIES THAT (A) AN EVENT OF DEFAULT, AS DEFINED IN THE AGREEMENT, HAS OCCURRED, (B) IF REQUIRED, BORROWER HAS RECEIVED NOTICE UNDER THE TERMS OF SECTION 8(b) OF THE AGREEMENT AND, IF APPLICABLE, HAS FAILED TO CURE TIMELY THE EVENT OF DEFAULT, AND (C) BANK HAS ELECTED TO TAKE POSSESSION OF THE COLLATERAL, AS DEFINED BELOW, AND TO RECORD THIS DOCUMENT WITH THE UNITED STATES PATENT AND TRADEMARK OFFICE. UPON RECORDING OF THIS DOCUMENT WITH THE UNITED STATES PATENT AND TRADEMARK OFFICE, THIS LEGEND SHALL CEASE TO HAVE ANY FORCE OR EFFECT.

FIRSTMERIT BANK, N.A.

By: _____
Title: _____
Date: _____

ASSIGNMENT

WHEREAS, The Garick Corporation, an Ohio corporation ("Borrower"), is the owner of the Collateral, as hereinafter defined;

WHEREAS, Borrower has executed an Intellectual Property Collateral Assignment Agreement, dated as of May 14, 2002 (as the same may from time to time be amended, restated or otherwise modified, the "Agreement"), in favor of FirstMerit Bank, N.A., (together with its successors and assigns, "Bank"), pursuant to which Borrower has granted to Bank, a security interest in and collateral assignment of the Collateral as security for the Debt, as defined in the Agreement;

WHEREAS, the Agreement provides that the security interest in and collateral assignment of the Collateral is effective as of the date of the Agreement;

WHEREAS, the Agreement provides that this Assignment shall become effective upon the occurrence of an Event of Default, as defined in the Agreement, and Bank's election to take actual title to the Collateral;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, Borrower, its successors and assigns, subject to the limitations stated in the paragraph immediately following, does hereby transfer, assign and set over unto Bank, and its successors, transferees and assigns, all of its existing and future (a) patents, patent registrations, patent applications, trademarks, trademark registrations, trademark applications, copyright registrations, whether federal or state and licenses of patents, trademarks, copyrights, trade secrets and technology in which Debtor is either a licensor or a licensee; (b) common law trademark rights, copyrights, improvements and inventions; (c) renewals, proceeds on infringement suits, royalties from licenses, and rights to sue for past, present and future infringements relating to any of the foregoing; (d) goodwill associated with any of the foregoing; and (e) proceeds of any of the foregoing (collectively, the "Collateral"), including, but not limited to, the Collateral listed on Schedule 1 hereto that is registered in the United States Patent and Trademark Office in Washington D.C. or that is the subject of pending applications in the United States Patent and Trademark Office.

This Assignment shall be effective only upon certification of an authorized officer of Bank, as provided above, that (a) an Event of Default, as defined in the Agreement, has occurred, and (b) Bank has elected to take actual title to the Collateral.

IN WITNESS WHEREOF, the undersigned has caused this Agreement to be executed by its duly authorized officer on May 14, 2002.

ATTEST:



Print Name: ROBERT SCHANZ



Print Name: ANGELA M COOPER

THE GARICK CORPORATION

By: _____

Gary P. Trinetti, President